though this Bill was a very controversial measure, it has seen the last stage. As a member of the Committee I have the satisfaction that though the recommendations of the Committee were subject to criticism and decision by both the Select Committee and this House, many of those recommendations as such have been accepted by this House. But I wish to say that it is quite possible that in a legislation of this sort the legislators cannot correctly anticipate what the result would be. The attempt of the Government has been to rectify some short-comings in the existing working of the kuries and in professing the method of correcting it if the future were to prove that the Government has gone wrong, it will be the duty of the Government and this House to make further amendments to this legislation if necessary. I agree with the sentiments expressed by the hon'ble members in this House in this matter.

The motion that the Bill be taken up and finally passed put and carried.

Mr. President: The House will now take up non-official business. The Secretary to Government will continue his speech.

NON-OFFICIAL BILLS

The Cochin Tenancy Act (Amendment) Bill No. 1—*(cont.)*

Mr. K. Achyuta Menon *(Secretary to Government):* Sir, yesterday I was explaining the position of Government with regard to this Bill and I had not finished my speech. I think it may be necessary for further discussion that I should give a short resume of my arguments yesterday. I pointed out that the very term "renewal fees" connotes that the fees were payable to the landlord on renewal, and that, as the law now stands, the landlord is entitled to get the renewal fees, which stands for his remuneration for not exercising the right of eviction. The short object of this Bill is to make that amount payable to the *jenmi* in a lump for not exercising his right of eviction or for allowing the tenant to remain in possession for another period of 12 years, payable in equated annual instalments. The period of renewal is 12 years. The operative portion of the Bill, therefore, gives the tenant the concession or the right to pay the renewal fees which ought to have been paid by him in lump in 12 instalments. I said it involves a double cut as was brought before the House. It worked a double disadvantage so far as landlords are concerned. In the first place, I pointed out you are restricting his liberty to receive the amount in lump and compelling him to receive this

LIBRARY ARCHIVES Kerala Legislative Assembly

amount in 12 instalments. Involved in it was one disadvantage. Then in another portion you say that not only should the landlord receive it in 12 instalments but that the landlord should give rebate of interest for such instalments. That I said was another disadvantage so far as the landlord is concerned. I also said that this alteration of law so far as *kanam* amounts of varying sizes are concerned, will work hardship to the *jenmi* who receives small renewal fees. It may, no doubt, give some benefit to the *kanam* tenants who have large *kanam* holdings. If, for instance, the renewal fee is only one rupee even that is affected and this may be made payable in 12 instalments. I have pointed out that also. I have also pointed out that this sort of periodical attempt at unsettlement would also be not conducive to the harmonious relations existing between the landlord and the tenant.

I pointed out all these things and it was argued that my interpretation was not correct and that what was intended to be given to the landlord was really working to his advantage in that the renewal fee was paid in advance, although spread over twelve years. The Bill is this:

"Notwithstanding any provision to the contrary in *kanam* documents renewal fees shall be collected in advance in equal instalments on or before the last day of every year. In calculating the annual instalment allowance shall be given to the tenant for interest for amounts thus paid in advance at the rate of 6 per cent per annum. The landlord shall have the right to collect arrears of renewal fees with interest at 6 per cent per annum." The emphasis was laid upon the words "in advance". Mr. Mathai pointed out to me that the renewal fee is to be paid in advance. It is also stated in the Bill that "in calculating the annual instalment, allowance shall be given to the tenant for interest for amounts thus paid in advance at the rate of six per cent per annum." It was pointed out that the rebate is to be paid because the *jenmi* got the renewal fee in advance. He referred me to the two illustrations:

"A *kanam* document was renewed on 1st Chingam 1110. Renewal fees payable on the 1st Chingam 1122 shall be paid in 6 annual instalments from the end of Karkadagam 1116". The Hon'ble House would pause just for a moment and note that the landlord is to pay rebate for an amount paid in advance and much in advance of the time at which the renewal fees become payable. The *kanam* document was renewed on the 1st Chingam 1110. If the interpretation to be followed is correct, the word "renewed" has absolutely no meaning. A *kanam* document is executed on the 1st Chingam 1110. The renewal of that document becomes due only

LIBRARY ARCHIVES Kerala Legislative Assembly

on 1st Chingam 1122. According to this Bill the fee may be paid in six annual instalments from the end of Karkadagam 1116. If the word had been "executed", probably there would be some colour in the argument. But the words are, "A *kanam* document was renewed on the first Chingam 1110. Renewal fee is payable on the 1st Chingam 1122." In spite of that, the renewal fee is to be paid from the end of Karkadagam 1116 in six annual instalments. The logical argument in this makes the renewal fee for a period of twelve years payable at the end of the term, and this illustration contemplates cases where documents have been executed on the 1st Chingam 1110 and the renewal fees have not been paid. There are two departures in it. One is a question of fact whether renewal fee has been paid and the other is that the renewal fee payable on the 1st of Chingam 1122 shall be paid in six annual instalments from the end of Karkadagam 1116. That is, this being 1116, the whole of the renewal fees due for the period beginning from 1110 to 1122 should be paid now before 1122. This will be clear from the next illustration: "A *kanam* document is renewed on 1st Chingam 1117. Renewal fees payable on the 1st Chingam 1129 shall be payable in 12 equal instalments from the end of Karkadagam 1117". What is the renewal fee that is to be paid and how it is to be paid? That is the simple question. A *kanam* document is renewed in 1117 and the *jenmi* is entitled to renewal fees. When is he to be paid?

Mr. V. J. Mathai *(Planters):* Apart from the defects in drafting, the illustration is given only to show that the renewal fee has to be paid in instalments. That is the only object of the Bill.

Mr. K. Achyuta Menon *(Secretary to Government):* Suppose the document is to be renewed in 1117.

Mr. V. J. Mathai *(Planters):* Then the full amount will have to be paid and thereafter only in instalments.

Mr. K. Achyuta Menon *(Secretary to Government):* In the operative portion of the Bill it is not there. It only says, "notwithstanding any provision to the contrary in *kanam* documents, the renewal fees shall be collected in advance in equal annual instalments on or before the last day of every year."

Mr. V. J. Mathai *(Planters):* I am not ashamed to confess any mistake. But please look at the intention of the Bill. I do not claim to be an expert in drafting.

Mr. K. Achyuta Menon *(Secretary to Government):* The point is this. I think this Bill is an adaptation of some other law. They said that the cause of action for the payment of renewal fee for the period from 1117 to 1129 arises only in 1129. They say it

LIBRARY ARCHIVES Kerala Legislative Assembly

is payable in advance. Suppose the document is renewed in 1118. What is the amount payable and when is it payable?

Mr. V. J. Mathai *(Planters):* I have provided for that. Please look at the first illustration. We have to pay it in 2 instalments.

Mr. K. Achyuta Menon *(Secretary to Government):* Therefore we get this result. If it is in 1117, one instalment. If it is in 1118, two instalments; in 1120, four instalments. If the renewal is in 1129 you have to pay what? In 1117 you have to pay the whole of the renewal fee of 1117 in a lump and 1/12 of the renewal fee payable in respect of the renewal for 1129.

Mr. V. N. Damodaran Nambiar *(Trippunittura):* Without paying renewal fee will the *jenmi* renew the document?

Mr. K. Achyuta Menon *(Secretary to Government):* No.

Mr. V. N. Damodaran Nambiar *(Trippunittura):* If a document is renewed in 1117, the renewal fee due on that date will have been paid. Therefore, the renewal fee payable towards the end of Karkadagam will be the renewal fees payable for 1129.

Mr. K. Achyuta Menon *(Secretary to Government):* What is stated is, in the case of renewal in 1117, in spite of the law, the whole amount will be paid in a lump. Notwithstanding your attempt to change the law this will be the result. I say it is impossible to reconcile these illustrations either with the operative portion or with the existing law. You are now forced to concede that if the renewal in spite of this legislation comes in 1117, the tenant will have to pay it in a lump. In 1118, the tenant will have to pay in 2 instalments; in 1119 in three instalments. I go a step further. Take the case of a renewal in 1129. According to the second illustration, that shall be paid in 12 equal annual instalments from Karkadagam 1117. For the renewal in 1117 you have to pay it in a lump. Therefore, in 1117 you have to pay two sets of instalments.

മിസ്റ്റർ കെ. അയ്യപ്പൻ: ഇന്നു് ഒരു പൊളിച്ചെഴുത്തു കഴിച്ചു് അതിന്റെ പണം അടച്ചു. ഇനി പന്ത്രണ്ടു കൊല്ലം കഴിഞ്ഞു അടക്കുവാനുള്ള സംഖ്യ ഓരോ കൊല്ലം വീതം അടക്കുവാനുള്ള വല്ല മാറ്റവുമുണ്ടോ? നിങ്ങൾ പറയുന്നതിൽനിന്നു് അതെനിക്കു മനസ്സിലാകുന്നില്ല. വല്ല വ്യത്യാസവും വരുത്തണമെങ്കിൽ അതു് ഈ ഡ്രാഫ്റ്റിൽ വരുത്തുവാനേയുള്ളൂ.

Mr. K. Achyuta Menon *(Secretary to Government):* I am only saying that even according to the contemplated change there will be a period when the tenant will have to pay two renewals. Suppose there is one renewal in 1120. He will have to pay the renewal fee in 4 instalments. The next renewal will be in 1132. For that he has to pay in advance an instalment in 1120. So he

LIBRARY ARCHIVES Kerala Legislative Assembly

has to pay two instalments in one and the same year. Is that the benefit that the tenant is going to derive from your amendment?

Mr. K. Ayyappan *(Ezhuvas-Kanayannur):* We are satisfied with that.

Mr. K. Achyuta Menon *(Secretary to Government):* Many things satisfy hon'ble members. But we are upon the question whether the object of the legislation is to make him pay two instalments in one and the same year.

Mr. C. R. Iyyunni *(Trichur-South):* At the time of the renewal a renewal fee in lump is paid. One year hence he will have to pay 1/12 of the renewal fees he has to pay after 12 years. Suppose that is going to work hardship we have not the slightest objection. What have you to say to that?

Mr. President: It is not contemplated to have annual payments beginning from 1117 in any case. If for a *kanam* document the time for renewal comes only in 1119, is it not the intention to pay the same in 3 instalments?

Mr. T. K. Nayar *(Pazhayannur):* Yes, Yes. From 1119 onwards in twelve instalments.

Mr. E. Ikkanda Warriar *(Cheruthuruthi):* Is there a practice in the Devaswam Department whereby they collect the renewal fees in 12 instalments?

Mr. K. Achyuta Menon *(Secretary to Government):* That is a concession which is being allowed even by some landholders. But we are upon the question of making it obligatory.

Mr. K. Kochukunhan Kaimal *(Vadakkancheri):* With regard to Devaswam lands there is no renewal. The renewal fee is collected along with the other collections. So long as renewals stand this mode of calculation will certainly work injustice both to the tenant and the landlord. It is possible to calculate the amount in this way. Take the present worth of the renewal fee payable after 12 years without interest being charged and without also an obligation to take a renewal. If the obligation to take a renewal is removed, then, the fee payable at the end of every cycle of twelve years can be ascertained at its present worth and distributed over the period. So long as the incidence of renewal stands it is not possible to make a correct calculation of the present worth of such renewal fees so that it may be spread over a period of 12 years. In the case of Devaswam lands renewal has been abolished, and the rates fixed will stand for a period of 30 years. Therefore, unless the mover of this Bill wants to take away the renewal altogether, this clause cannot stand. If the renewal is taken away, then the compensation

LIBRARY ARCHIVES Kerala Legislative Assembly

for such renewal may be computed in a different way and can be distributed over the several instalments.

Mr. K. Achyuta Menon *(Secretary to Government):* I was on the second illustration. There is an anomaly. The whole amount for the renewal of 1117 has to be paid in a lump and then one of the instalments for 1129 has also to be paid in Karkadagam 1117.

Mr. V. J. Mathai *(Planters):* It is not our intention.

Mr. President: Government can only criticise the provisions of the Bill as drafted. They cannot enter into the intentions of the mover.

Mr. K. Ayyappan *(Ezhuvas-Kanayannur):* At this stage these details need not be gone into.

Mr. President: Government have to understand the implications of the law in the light of what has been presented to them.

Mr. K. Achyuta Menon *(Secretary to Government):* If at this stage it is proved unworkable, there is no necessity for going further. There is a single provision in the Bill itself providing that these renewal fees have to be paid in twelve instalments. But according to the second illustration, the renewal fee for 1117 has to be paid in a lump. So you are cutting at the root of the principle involved. What is the principle of this legislation? The renewal fees payable by the tenant should be spread over a period of 12 years, since it causes much hardship to them. But you are going to say that the renewal fee of 1117 should be paid in a lump. So for one year you are going to disown the principle of this legislation.

Mr. C. V. Iyyu *(Kunnamkulam):* What about the Kuttikrishna Menon Committee report?

Mr. K. Achyuta Menon *(Secretary to Government):* I will come to the Kuttikrishna Menon Committee. Unfortunately, it is in my favour.

Mr. President: Interruptions might be made only to elicit information.

Mr. K. Achyuta Menon *(Secretary to Government):* My submission is, the second illustration itself is an absolute annihilation of the alleged principle underlying this Bill. Further, why is it that the landlord should pay rebate of interest on the renewal fee of 1117? According to the legislation, the landlord will have to allow rebate of interest with respect to the amounts paid in the shape of renewal fee, whether paid in one instalment or in 12 instalments. Now, on the renewal of 1117, which it is conceded, the landlord can receive in a lump why should he pay rebate of interest? Now let us consider another aspect. What is the principle of compelling a man who

LIBRARY ARCHIVES Kerala Legislative Assembly

is in the position of a creditor, and who has to receive money only in 1129, to take the amount in 1117 itself and say: "You shall take it and pay 6 per cent rebate"? My first argument is, there is neither principle nor practice which seems to underly this piece of legislation. My next argument is that on principle it is wrong to compel the landlord so long he is in the position of a creditor in this matter to receive this amount in instalments, an amount which he is bound to take only after 12 years, and then ask him to take it and pay 6 per cent rebate. Suppose the landlord says: "I cannot take it at 6 per cent. I shall be absolutely content to receive the amount after 12 years without interest. You may realise 6 per cent interest and pay it to me then." What will you say?

Mr. V. J. Mathai *(Planters):* The rate of interest does not form the principle of the Bill.

Mr. President: The payment of interest is a principle of the Bill. You cannot decide in 1117 the interest value of an amount due in 1129. The very payment of interest is the question and not the rate.

Mr. K. Achyuta Menon *(Secretary to Government):* One thing cannot co-exist without the other. There is a payment coupled with the rebate of interest. A man who stands in the position of a creditor is asked to take the amount due in 1129 now itself, and the law steps in and says, you shall take it at 6 per cent.

Mr. V. J. Mathai *(Planters):* In the case of *Pandaravaka kanams*, is it not collected in equated instalments?

Mr. K. Achyuta Menon *(Secretary to Government):* I don't think it is collected on this principle. Anyhow, I can't give a reply to that off-hand.

There is nothing sacrosanct in the relationship between the tenant and the landlord, so far as the principle of payment is concerned. Suppose there is a creditor and he is asked to receive an amount which he is only to get in 1129. The law compels him to receive the amount at 6 per cent interest. Should he not be given an option to say: "I don't want this indulgence. I will be content to receive my money at the proper time, and till that time, you may enjoy the 6 per cent interest." Should not the Bill be coupled with that? And if it is coupled with that the principle is gone. The landlord says: "Give me the whole of my money in 1129." You deprive him of that right. Coupled with that there is the insistence or compulsion that you shall receive it in advance and in receving it in advance pay back the interest at the rate at which I have fixed it. This is a case of heads I win, tails you lose.

LIBRARY ARCHIVES Kerala Legislative Assembly

My next argument is there can be no uniformity and there can be no justice so far as the small and big landholders are concerned. It will adversely affect the small landholders who have only to get small amounts. Lastly, there is one thing forgotten in this Bill. The landlord has got in certain circumstances the option or the right not to renew it. For instance, if he wants the holding for his own purposes of residence, he has got the right at the end of the period to say, give me back my land. If he receives 1/12 now it is tantamount to a deprivation of that liberty which is given to him by another section of the same law. You not only kill this right; you kill several other rights which have been granted to the landlord.

Mr. V. J. Mathai *(Planters):* We can make provision for that.

Mr. K. Achyuta Menon *(Secretary to Government):* Provisions can be made for anything. There are very many such sections which will work in this manner, for example, enhancement of *michavaram*. What is the meaning of asking him to receive renewal fees now the effect of which in law will be that the tenancy will be continued for a further term on the same terms? These valuable rights of the *jenmi* are wittingly or unwittingly destroyed by compelling him to accept this 1/12.

Reference was made in this connection to the Kuttikrishna Menon Committee. I will read paragraph 151 of that report.—

> "The proposal which we make is essentially a compromise between the two points of view. It is in brief that renewals in their present form should be abolished, that renewal fees should be reduced, divided into twelve equal instalments and added on to the rent, and made recoverable as rent. Failure to pay these instalments should not, however, be a ground for eviction."

Anyhow it has the merit of straightforwardness.

Mr. President: Government are prepared to consider a straightforward proposition like that, but not a backdoor measure like this.

Mr. K. Achyuta Menon *(Secretary to Government):* This Bill is a stultification of the principle which it seeks to enunciate. It deprives the landlord of at least two of his very valuable rights given under the existing law. Government cannot therefore see their way to accept a measure of this kind.

Mr. President: The objections on the part of Government have been very clearly explained. The most fundamental objection is that this will bring about very violent changes in the relations between the landlord and the tenant as existing under the Tenancy Act. The right of the landlord to evict the tenant and the right of the landlord to refuse a renewal—these valuable rights given to the

LIBRARY ARCHIVES Kerala Legislative Assembly

landlord under the Tenancy Act—cannot be tampered with by a measure obviously intended for some other purpose.

Mr. V. J. Mathai *(Planters):* Sir, my submission to the House is that we should put our heads together. An opportunity should be given for the Bill to go to a select committee in consideration of the very serious grievances of the tenants regarding this matter. I detailed yesterday what those grievances are. Without going back on all that I said yesterday, I may in brief submit to the House what exactly is the situation. Hundreds of notices have been issued by the *jenmies* for renewal fees. I can speak with authority at least with regard to the villages of Mulanthuruthi, Amballur, Kanjiramittam, Edakkattuvayal, etc. While the Government should protect the rights of the *jenmi*, Government should also see that these rights are enforced without doing any injury or harm to the tenant. That is what is brought to be done under the present Bill. Huge sums have to be found by the tenant. Under section 26 of the Tenancy Act the tenant is bound to get a renewal every twelve years. Under section 27 the following amounts shall be payable by the *kanam* tenant at the time of renewal:—

"(*a*) all arrears of *Michavaram* and *puravaka* dues

(*b*) all arrears of Government or local taxes and other dues which he was bound to pay but which were paid by the landlord irrespective of the time when they were paid".

Under section 28 "in addition to the above amounts the *kanam* tenant shall pay a renewal fee of 27½ per cent of the *kanam* amount and 15 per cent of the *puramkadam*, if any". In addition to all these he has to find the cost of executing the document. That is the position now. Therefore, I want to emphasise to this House the very serious predicament under which the tenants are now finding themselves. They have to find huge amounts at the time of renewal. An examination of the Perimpilly Devaswam accounts in Mulanthuruthi will convince the Government of the fact. Notices have been issued against those who could not pay. I have not to pay a single pie as renewal fee. I have sold away all the *jenmies'* lands I had. Therefore, it is not a matter which affects me. But the distress of the tenants is great and appeals to me.

Now, with regard to certain difficulties pointed out, I request this House to give an opportunity for all of us concerned to put our heads together and see whether we can get over the difficulties. I concede, Sir, that there are difficulties in the way as pointed out

LIBRARY ARCHIVES Kerala Legislative Assembly

by the Secretary to Government. I would request the Government as well as this House in the interests of the public to deprive the *jenmi* of certain rights even if that is necessary.

Mr. K. Ayyappan *(Ezhuvas-Kanayannur):* Even from the point of view of the immediate relief that you are seeking, the effect will be opposite. You say today that the tenant finds it difficult to find sufficient money to pay the huge amounts due in 1116. You say that in 1117 the tenant shall not merely pay all that money but also 1/12 in respect of the renewal of 1129.

Mr. V. J. Mathai *(Panters):* There is ultimate relief.

Mr. P. Govinda Menon *(Mulakunnathukavu):* There is immediate burden.

Mr. V. J. Mathai *(Planters):* If a document is to be renewed in 1116, he certainly has to find the money under the present law. Then the only additional burden is with regard to 1/12 and that is only after one year.

Mr. K. Achyuta Menon *(Secretary to Government):* Without interrupting, what about the rights of the landlord?

Mr. V. J. Mathai *(Planters):* The only rights that are affected are firstly the surrender of property under certain circumstances. That right exists. I cannot deny that. But you will find that the *jenmi* has to pay the value of improvements in most cases. Unless it be a denial of title no *nilam* has to be surrendered. This will arise only in the case of *parambas*, and you may take it from me that in actual practice there will not be a single plot of land in the whole of Cochin State where there are no improvements. Therefore, what I say is the *jenmi* will have to account to the tenant. He will have to give him the value of improvements. In 99 per cent of the cases this little amount can be accounted for and given credit to in accounting. If you mean to say that it affects the rights of the *jenmi*, then I say, let it if it works hardship to the vast majority of the population. Have you not done it in the case of kuries? Something which had been allowed by the Act of 1107 has been taken away now. So can't you do it in this case also? Therefore, what I say is that in 99 per cent of the cases of surrender, there will be a possibility of accounting and this amount can be given credit to. If the difficulty is about interest, I am prepared to give the money to the *jenmi* at 3 per cent, 1½ per cent or even without interest. But if you say that you should not compel the *jenmi* to return the money which he has taken, then I have no answer. What is required is sympathy for the lakhs of tenants.

The Government Secretary says that this will take away the right of renewal. No. On the other hand, we are now taking upon

LIBRARY ARCHIVES Kerala Legislative Assembly

ourselves the burden of renewal once more. So there is no meaning in saying that this is going against tradition and usage and cutting at the root of the right of renewal.

മിസ്റ്റർ കെ. അയ്യപ്പൻ: ഒരു സംശയം ചോദിക്കുവാനുണ്ട്. ഇപ്പോൾ ഇമ്മീഡിയററായിട്ട് ക ഒ കൊല്ലത്തേയ് ഒന്നിച്ചും, ഒരു കൊല്ലത്തെ ഒന്നിച്ചും കൊടുക്കുവാൻ സമ്മതിക്കുന്നുണ്ടോ?

Mr. V. J. Mathai *(Planters):* He has to find the money in 1117 anyhow. The only other burden is that he has to find 1/12 of the amount which he has to pay in 1128. I dare say that any tenant will accept that burden.

പച്ചമലയാളത്തിൽ പറയുകയാണെങ്കിൽ ക്രക്രസ കക്കുടകത്തിൽ ഒരു ആധാരം പൊളിച്ചെഴുതീട്ടുണ്ടെങ്കിൽ ഏതായാലും പൊളിച്ചെഴുത്തവകാശം കൊടുക്കണം. അതുകൊടുക്കുന്നതുകൊണ്ട് യാതൊരു സങ്കടവും ഇല്ല. ഇന്നത്തെ നിയമപ്രകാരം കൊടുക്കാതെ തരമില്ല. ക്രക്രഒ-വ്-ൽ കൊടുക്കുന്നൊ പൊളിച്ചെഴുത്തവകാശത്തിന്റെ ക ഒ-ൽ ഒന്ന് ക്ര ക്ര ക ഒ-ൽ ഉണ്ടാകണം എന്നുള്ള ഭാരമേയുള്ളു.

Mr. K. Achyuta Menon *(Secretary to Government):* What about the renewal in 1120?

Mr. V. J. Mathai *(Planters):* In my own humble way, I have tried to meet that position. In 1120 if a document is to be renewed, the tenant will pay from 1117 1/4 of the renewal fee.

Mr. K. Achyuta Menon *(Secretary to Government):* So the burden is very heavy for the next few years.

Mr. V. J. Mathai *(Planters):* Even as it is, he has to find all the money in 1120.

Mr. President : I do not think the House ought to be misled. The effect of this would be, in the earlier years, the burden is tremendously increased. It may be half, one-third or one-fourth.

Mr. V. J. Mathai *(Planters):* I am trying in my own humble manner to clear the position. According to me, a tenant who has to find in 1120, say, Rs. 800, has to find in 1117 only Rs. 200. In the sense that he has to find the money only in 1120, it may be an increase of burden. But when you consider the other aspect, that, when Rs. 800 has to be found in 1120, he has to find Rs. 200 only in 1117, it is lessening the burden. At any rate, after the interim period, it will be a blessing. I now find that in Travancore such a thing has been done. After the *jenmi-karam* settlement, the whole renewal fee has been calculated at the present worth and spread over 12 years. In the Kuttikrishna Menon Committee report also, it is done like-wise. As far as this House is concerned, only one member representing the *jenmis* spoke against it. And he did not object the Bill on principle. He raised two points. One was with regard to interest. Considering the very great

LIBRARY ARCHIVES Kerala Legislative Assembly

sympathy he showed towards the tenants, I tell him, I assure him that as the sponsor of the Bill, I am prepared to accept any interest.

Mr. K. Kochukunhan Kaimal *(Vadakkancheri):* Does the Travancore law insist upon the renewal being effected? Is it not dispensing with the whole question of renewal? If the question of renewal is retained, then this sort of thing can never be worked out. If it is dispensed with, then the *jenmi* can be compensated by calculating the present worth and collecting it in equal instalments.

Mr. V. J. Mathai *(Planters):* What is done in Travancore is, the right of renewal is statutorily recognised, and the renewal fee has been spread over 12 years and is being collected along with the *michavaram*. The difficulty is, the tenant is a thriftless person. He does not lay by any sinking fund year after year. At the end of 12 years he has to find all this money in a lump. He is not able to do so. Necessarily suits arise. He is either evicted or becomes a debtor. That is the real position, and so even if no interest is allowed, I have no objection. Then, with regard to the other point raised by Mr. Nambudiri regarding small sums of renewal fees, I have no objection to exclude all such cases from the purview of the Bill.

മിസ്റ്റർ സി. എൻ. ഇട്ടിരവി നമ്പൂതിരി: കൊടുക്കുകതന്നെ വേണ്ട എന്നു വെക്കുക, എന്നാൽ തരക്കേടില്ല.

മിസ്റ്റർ വി. ജെ. മത്തായി: ഞാൻ പറയുന്നതു് അതല്ല. ഈ നിയമത്തിന്റെ പരിധിയിൽ നിന്നു് അതു് ഒഴിവാക്കാമെന്നാണു് പറഞ്ഞതു്.

മിസ്റ്റർ സി. എൻ. ഇട്ടിരവി നമ്പൂതിരി: ഇപ്പോഴല്ല. ഇനിയത്തെ തവണയാണു് കൊടുക്കേണ്ട എന്നു വരിക.

Mr. V. J. Mathai *(Planters):* If the *michavaram* is less than 1/5 of the *pattam* only 5 per cent need be paid. In all other cases you have to pay 27½ per cent. That is against justice and equity. Apart from that, I am prepared to concede these two points raised by Mr. Nambudiri. I pray that an opportunity may be given for us to consider this Bill in all its aspects in a select committee. I, therefore, place this Bill before the House for its very sympathetic consideration, and I hope it will be allowed to go to the second stage.

Mr. President: I only ask hon'ble members before the vote is taken to realise that it is a very dangerous practice for the Legislature simply to say: After all a Bill goes to the select committee, let it go. I think the select committee work is on the increase, and this means a lot of money and a lot of time for Government. The House must consider especially what it means

LIBRARY ARCHIVES Kerala Legislative Assembly

for Government, when a Bill is in the select committee. They have to examine every one of the sections in relation to every Act. The Chief Secretary pointed out some of the objections and inconsistencies arising from the provisions of the Tenancy Act. I do not think there is any justification for this House to refer measures of this kind to a select committee, unless they are convinced that the measure as it is before the House, both in its principle and in its words, is fairly reasonable and requires only some minor changes. What Mr. Mathai says comes to this. Let the whole question be considered by the select committee. Is the whole question of tenancy to be opened in this way by a select committee appointed to consider a single provision? Assuming somebody in the select committee raised the question they will fully realise that this provision will affect the sections of the Tenancy Act giving right to the landlord to evict and not accept a renewal. They will say: Let us change these clauses also. Is the select committee going to do that? This is a very typical example of the very simple fact that a very complicated piece of legislation like the Tenancy Act cannot be tampered with in a piecemeal manner. It has become the practice in this House to cite Acts prevailing in Travancore, British India or elsewhere without the gentleman even having a copy with him and without knowing its provisions and to take upon himself the responsibility of explaining what that Act is. They simply say: It has been so in Travancore, or it has been so in Madras. What exactly are the circumstances and situations in which those Acts were passed, they do not know, and never care to explain. The Kuttikrishna Menon Committee Report has been quoted. From what I understood their recommendations are for entirely different reasons. They really want to dispense with this practice of renewal altogether. What they say is, add on to the rent payable by the tenant this renewal fee also, and give him permanency of tenure. That is not the object of this legislation. Then what is the use of quoting the Kuttikrishna Menon Committee Report? Therefore, taking all these facts into consideration, the House must seriously consider whether it will be justifiable to ask for a select committee, and Government to devote all the time and energy for the consideration of a measure like this.

Motion put and lost

Before adjourning the House, I should like to know what the House feels about the necessity for sitting tomorrow. As far as the Kuries Bill is concerned, we have taken only anhour and a half—one hour yesterday and half an hour to-day. I have taken care to note that.

LIBRARY ARCHIVES Kerala Legislative Assembly

Dr. A. R. Menon *(Minister for Rural Development):* I think the non-official Bills will all be over by this afternoon. In that case only for the sake of resolutions, I don't think there is any necessity to continue the session tomorrow.

Mr. President: If necessary you can sit till 5-30 or 6 p.m. today.

Mr. C. R. Iyyunni *(Trichur-South):* Probably it would be enough if one day more is allotted for non-official business during the Budget Session.

Mr. President: For the next Budget Session, Government have got some very important legislation, *e.g.*, the Income-tax Bill. In view of that, I cannot make any commitment now about the Budget Session. There are only three or four Bills, and you can sit till six o'clock, if necessary. Anyhow, I have absolutely no objection if the House decides to sit tomorrow. You can decide it at the time the House is adjourned this evening.

The House rose for lunch at 1-15 p.m., and reassembled at 2-45 p.m. with M. R. Ry. K. Ayyappan Avl., Deputy President, in the Chair.

Mr. V. K. Bhaskara Menon *(Cranganur):* Sir, I move for an adjournment of the business of the House. The attendance seems to be very scarce and the members seem to be tired after a strenous session.

Mr. Shabdai S. Koder *(Jews-Nominated):* I second it.

Deputy President: The House cannot come to a decision in this matter very easily. It will affect the rights of individual members. Certain hon'ble members have got Bills in their names. Therefore, we will have to get their consent first and after that, if the House is unanimously for it, I have no objection.

Mr. V. K. Bhaskara Menon *(Cranganur):* Most of the members are wandering about the lobbies. I think the members present here will agree to my suggestion.

Mr. M. K. Devassy *(Adur):* Since much of our non-official time has been taken away by Government Bills, I think it will be improper if we adjourn at this stage.

The Cochin Land Acquisition Act (Amendment) Bill

Mr. A. V. Moothedan *(Chalakkudi):* Sir, I move that the Cochin Land Acquisition Act (Amendment) Bill be read in Council. This Bill relates to the apportionment of compensation when *kanam* lands are acquired by Government. Now the law relating to this question of apportionment is contained in the High Court decision reported in 12 Cochin 237. There it was decided that when *kanam*

LIBRARY ARCHIVES Kerala Legislative Assembly

any case in which property right has been deprived, simply because of that change of religion, I am sure the Government will immediately come to the rescue. I can certainly say that it is the policy of the Government not to allow forfeiture of property rights by reason of change of caste.

At least there must be one instance of a judgment of the Chief Court which has said that a person has been deprived of property rights merely because of a change of caste. Then immediately there will be an emergency legislation."

In the face of this declaration what more is required for the public than this assurance?

മിസ്റ്റർ എം. കെ. ദേവസ്സി: സർ, ആരെല്ലാം ദിവാൻജിമാരായി വരുകയും പോകയും ചെയ്യുന്നു. കൊച്ചി സംസ്ഥാനം നിരവധി ദിവാൻജിമാരെ കണ്ടിട്ടുണ്ട്. ഈ ബിൽ ഇതിനുമുമ്പു ഇവിടെ വന്നപ്പോൾ മറവ വിധത്തിൽ ഇതിനെ എതിക്കുവാൻ ടംഗറി ബഞ്ചിനെ ഉപദേശിച്ചിട്ടുള്ള ദിവാൻജിമാരും ഇവിടെ ഉണ്ടായിട്ടുണ്ട്. ഇന്നു ഈ വിധത്തിൽ എതിക്കണമെന്നുപദേശിച്ച ദിവാൻജിയും കൊച്ചിയിലുണ്ട്. നാളെ ഹൈക്കോടതിയിൽ ഈ കാര്യത്തിൽ ഒരു വിധിയുണ്ടാകുന്നുവെങ്കിൽ അതു് ഇപ്പോഴത്തെ ദിവാൻജിയുടെ വാക്കുകളെ ബഹുമാനിച്ചായിരിക്കയില്ല. ദിവാൻജിയുടെ വാക്കുകളെ ആശ്രയിച്ചല്ല വിധിയുണ്ടാകുന്നതു്. കൊച്ചിയിലെ കോടതികളെ സംബന്ധിച്ചിടത്തോളം ദിവാൻജിമാരുടെ സ്റ്റേറ്റുമെണ്ടിനു യാതൊരു വിലയുമില്ല. അവർ നിലവിലുള്ള നിയമവും മാമൂലുകളും അനുസരിച്ചു തീരുമാനിക്കയുള്ളു. അവരുടെ തീരുമാനത്തിനു നിയമമുണ്ടാക്കണം. അതിനു ഈ നിയമസഭക്കധികാരമുള്ളതാണു്. അതു് ഈ സൂത്രം കൊണ്ടൊന്നും മാറുവാൻ സാധിക്കയില്ല.

Motion that the Bill be read in Council put and lost, 13 for and 16 against.

The Cochin Suppression of Immoral Traffic Bill

Mr. M. L. Joseph *(Latin-Christians-Cranganur):* I beg leave of the House to introduce the Cochin Suppression of Immoral Traffic Bill. I don't want to make a speech.

Mr. T. K. Nayar *(Palayannur):* I second it.

Motion put and carried

The Cochin Tenancy Act (Amendment) Bill

Mr. T. P. Poulose *(Kanayannur):* I beg leave of the House to introduce the Cochin Tenancy Act (Amendment) Bill.

Mr. M. K. Devassy *(Adur):* I second the motion.

Motion put and carried

Mr. A. B. Salem *(Mattancheri):* I propose that the Council be adjourned *sine die.*

LIBRARY ARCHIVES Kerala Legislative Assembly

Mr. Shabdai S. Koder *(Jews-Nominated):* I second it.

Motion put and carried

The House adjourned sine die at 4 p.m.

C. J. MATHEW
Secretary to the Council

APPENDIX

(Vide answer to Question No. 362)

List of works that were proposed as could be taken up for famine relief

1. Silt clearing Narakal Elankunnapuzha canal (Malipuram Narakal)
2. Opening Appangat canal.
3. Do. Puthenpadam canal.
4. Silt clearing Perinthodu (Cranganur).
5. Do. Arappathodu.
6. Opening Kumbalangi Kandakkadavu road.
7. Do. Chellanam foot-path.
8. Do. Narayanamangalam road.
9. Widening and Improving the Panchayat road to Karanchira Public Works Department bridge.
10. Road from Karipayi ferry to Chennamangalam main road.
11. Opening a canal in Chennamangalam.
12. Metalling Edavilangu Panchayat road.
13. Filling up the basin at the western end of Kollikathra canal, etc.
14. Vallarpadam East to West foot-path.
15. Do. North to South canal and foot-path.
16. Malipuram Seashore road.
17. Do. Velanthodu deepening.
18. Do. Widening tank.
19. Road along the Southern bank of Elangunnapuzha Eastern Nada canal.
20. Diversion road for all classes to the South of Elangunnapuzha temple.
21. Road from Nadungad bridge to the mainland.
22. Opening a road to Puzhakkandath ferry.
23. Improving tank near cremation ground.
24. Do. foot-path from Kootukad Church to Vadathodu Panchayat road.
25. Oozhathukadavu to Palianthuruthu opening a foot-path north to south.
26. Diversion canal through Cochin territory Kumbalanghi near Chakkarachal.
27. Opening two roads at Palluruthy.
28. Pishariyil temple road.
29. Opening a road for Pulayas in Kadavanthara.
30. Thykudam Western road.
31. Road to West of Elankulam temple.
32. Do. Kolancheri Kadavu west of Mulanthuruthi Church road.
33. Do. Vettuveli chira from Eroor road.
34. Do. Kannamchira kadavu, Thaniam.

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